

August 24, 2007
Athens

To: Prospective Quoters

Subject: Request for Quotations No. **SGR100-07-Q-0050**

Enclosed is a Request for Quotations (RFQ) for the supply and installation of office furniture. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown in Block 9 of the Standard Form 1449 that follows this letter.

The Embassy has established a site visit on **August 30, 2007, at 14.00 hours** (local time). Quoters shall arrive 15 minutes earlier to clear security. Quoters should send their names and I.D. or Passport Nos to Fax No. 210 722 7255, Attention: Mr. Apostolos Mouyios to make appropriate arrangements by 12.00 hours, on August 29, 2007. No one will be allowed to enter into the premises without prior notification.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by **Thursday, September 6, 2007, at 1400hours** (local time).

Sincerely,

Judith M. Johnson
Contracting Officer

Enclosure

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 21	
2. CONTRACT NUMBER		3.AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SGSR100-07-Q-0050	
6. SOLICITATION ISSUE DATE 07/28/07		7. FOR SOLICITATION INFORMATION CALL: a. NAME Mr. Apostolos Mouyios		b. TELEPHONE NUMBER (no collect calls) 210-720-2296		8. OFFER DUE DATE/ LOCAL TIME 09/06/07 @ 1400 hours	
9. ISSUED BY American Embassy -GSO 91 Queen Sophia Avenue GR 101 60 ATHENS				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE Judith M. Johnson			
17a. CONTRACTOR / CODE OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE Check from Charleston, SC, or EFT when available.			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Supply and installation of office furniture (Attach additional Sheets as Necessary)					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) Euro	
[x] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [] ARE NOT ATTACHED. [] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [] ARE [] ARE NOT ATTACHED.							
[] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ---COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				[] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				[] PARTIAL [] FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42b. RECEIVED AT (Location)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42c. DATE REC'D (YY/MM/DD)	
						42d. TOTAL CONTAINERS	

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER SGR100-07-Q-0050 PRICES, BLOCK 23

I. Scope of Services

- A. The contractor shall deliver and install office furniture to the U.S. Embassy, Athens, in accordance with the specifications and terms and conditions set forth herein.
- B. This is a **“firm-fixed price”** type of purchase order/contract.
- C. The prices listed below shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items to the U. S. Embassy, located at 91, Queen Sophia Avenue, Athens.
- D. All prices are in Euro currency.

II. Pricing

Areas	Description	Quantity	Unit of issue	Unit price (Euros)	Total price (Euros)
1. PAO	Executive desk teak finish	1	ea		
	Side desk	1	ea		
	Executive chair, black leather	1	ea		
	Drawer unit including hanging folder mechanism	1	ea		
	Filing cabinet	1	ea		
	TV stand	1	ea		
	Sofa in black leather	1	ea		
	Matching armchair	2	ea		
	Coffee table	1	ea		
	End table	2	ea		
	Desk lamp	3	ea		
2. CAO	TV table/shelf	1	ea		
	Desk lamp	1	ea		
3. IO	Executive desk	1	ea		
	Side desk	1	ea		
	Executive chair	1	ea		
	Drawer unit including hanging folder mechanism	1	ea		
	Bookcase	2	ea		
	TV stand	1	ea		
	Loveseat	2	ea		
	Armchair	1	ea		
	Coffee table	1	ea		
	End table	1	ea		
	Desk lamp	1	ea		

4. ELO	Executive desk	1	ea		
	Side desk	1	ea		
	Executive chair	1	ea		
	Drawer unit including hanging folder mechanism	1	ea		
	Bookcase	2	ea		
	TV stand	1	ea		
	Loveseat	2	ea		
	Armchair	1	ea		
	Coffee table	1	ea		
	End table	1	ea		
	Filing cabinet	1	ea		
	Desk lamp	1	ea		
5.	Large desk with left extension	1	ea		
	Drawer unit including hanging folder mechanism	1	ea		
	Desk chair	1	ea		
	Bookcase	3	ea		
	Storage cabinet, low	4	ea		
	Armchair	2	ea		
	Coffee table	1	ea		
	End table	1	ea		
	Desk lamp	1	ea		
6.	Regular size desk with right extension	1	ea		
	Drawer unit	1	ea		
	Desk chair	1	ea		
	Side desk for printer/typewriter and fax	1	ea		
	Bookcase	1	ea		
	Filing cabinet	2	ea		
	Visitor's chair	2	ea		
	Desk lamp	1	ea		
7.	Regular size desk with left extension	1	ea		
	Drawer unit	1	ea		
	Desk chair	1	ea		
	Storage cabinet, low (for printers/fax)	4	ea		
	Filing cabinet to match the existing ones	2	ea		
	Sofa	1	ea		
	Coffee table	1	ea		
	Visitor's chair	1	ea		
	Desk lamp	1	ea		
8.	Regular size desk with extension	1	ea		
	Drawer unit	1	ea		
	Desk chair	1	ea		
	TV stand	1	ea		
	Sofa	1	ea		

	Coffee table	1	ea		
	Visitor's chair	2	ea		
	Storage cabinet, low	2	ea		
	Bookcase	1	ea		
	Desk lamp	1	ea		
9.	Regular size desk with extension	1	ea		
	Drawer unit	1	ea		
	Desk chair	1	ea		
	TV stand	1	ea		
	Sofa	1	ea		
	Coffee table	1	ea		
	Visitor's chair	2	ea		
	Storage cabinet, low	2	ea		
	Bookcase	2	ea		
	Desk lamp	1	ea		
10.	Regular size desk with extension	1	ea		
	Drawer unit	1	ea		
	Desk chair	1	ea		
	TV stand	1	ea		
	Sofa	1	ea		
	Coffee table	1	ea		
	Storage cabinet, low	2	ea		
	Bookcase	1	ea		
	Desk lamp	1	ea		
11.	Regular size desk with left extension	1	ea		
	Small desk	1	ea		
	Drawer unit	1	ea		
	Desk chair	2	ea		
	Armchair	2	ea		
	Bookcase w/2 doors on the lower half and key/lock option	1	ea		
	Desk lamp	2	ea		
12.	Regular size desk with left extension	1	ea		
	Desk chair	1	ea		
	Drawer unit	1	ea		
	Visitor's chair	2	ea		
	Filing cabinet (4 drawers w/hanging file mechanism)	3	ea		
	2-door cabinet, low	1	ea		
13.	Coffee table	1	ea		
	Filing cabinet to match the existing ones	1	ea		
	Wooden or metal foot rest	1	ea		
	Desk lamp	1	ea		

14.	Visitor's chair	2	ea		
	Filing cabinet to match the existing ones	1	ea		
	Sofa	1	ea		
	Matching armchairs	2	ea		
	Desk lamp	1	ea		
15.	Regular size desk with extension	1	ea		
	Desk chair	1	ea		
	Bookcase	1	ea		
	Filing cabinet	2	ea		
	Sofa	1	ea		
	Matching armchair	2	ea		
	Desk lamp	1	ea		
16.	Sofa	1	ea		
	Loveseat	1	ea		
	Coffee table	1	ea		
	End table	1	ea		
	Armchair	1	ea		
	Desk lamp	1	ea		
17.	Small meeting table	1	ea		
	Desk chair	6	ea		
18.	Regular size desk	1	ea		
	Filing cabinet	1	ea		
	Drawer unit including hanging folder mechanism	1	ea		
	Desk chair	1	ea		
	Desk lamp	1	ea		
19.	4-drawer filing cabinet with hanging file mechanism	3	ea		
	Total Cost				

CONTINUATION TO SF-1449, RFQ NUMBER SGR100-07-Q-0050
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. The contractor shall furnish, deliver and install various office furniture to the U.S. Embassy, Athens in accordance with the specifications and terms and conditions set forth herein.

II. Delivery Location and Time

A. The contractor shall deliver all ordered items to the following address.

American Embassy
Attn. Receiving Officer
91 Queen Sophia Avenue
101 60 Athens, Greece

B. The contractor shall deliver all items not later than November 30, 2007, unless otherwise specified by the Contracting Officer's Representative (COR).

C. Any contractor personnel involved with the delivery of the items shall comply with standard U.S. Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made. Prior notice of at least 2 working days will be required.

D. The contractor shall deliver and install all ordered items not later than the date and time specified above. Delivery and installation will take place between the hours of 0830 and 1700, Monday through Friday, excluding weekends and holidays. Delivery outside these hours due to conditions beyond the control of the Contractor, may be authorized by the COR, if notice is given at least twenty-four (24) hours in advance of the time of delivery.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (FEB 2007), is incorporated by reference. (See SF-1449, block 27b).

ADDENDUM TO 52.212-4

None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAR 2007)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	<u>Clause Number and Title</u>
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006).
	(2) – (14) [Reserved].
X	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (DEC 2006) (E.O. 13126).
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(17) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

	(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
	(27) – (30) [Reserved].
X	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
X	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
	(ii) Alternate I (APR 2003 of 52.247-64.

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]*

Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (SEPT 2006) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000

for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following DOSAR clauses are provided in full text:

**652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)**

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and one copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The U.S. Government is exempt from the payment of Value Added Tax (VAT) by virtue of Law No. 1642/86, Article 22.

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed between the hours of 0830 and 1700, Monday through Friday, except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

a) The Department of State observes the following days as holidays:

- New Year's Day (A&G)
- Epiphany (G)
- Martin Luther King's Birthday (A)
- President Day (A)
- Kathari Deftera (G)
- Greek Independence
- Good Friday (G)
- Holy Saturday* (G)
- Easter Sunday* (G)
- Easter Monday (G)
- May 1 (G)
- Memorial Day (A)
- Independence Day (A)
- Assumption Day (G)
- Labor Day (A)
- Columbus Day (A)
- OXI Day (G)
- Veteran's Day (A)
- Thanksgiving Day (A)
- Christmas Day (A&G)
- Boxing Day (G)

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Ms. Gloria Berbena, PD Officer.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JAN 2006), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

None

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (JUN 1999)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition

and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The quoter shall provide complete brochures with pictures for all the items included in the quote.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

___ Corporate Entity (not tax-exempt);

___ Corporate Entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) Common Parent.

___ Offeror is not owned or controlled by a common parent;
 ___ Name and TIN of common parent;
 Name _____.
 TIN _____.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly –

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

**ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

NONE